

1 LANE POWELL PC  
Riley R. Moyer, State Bar No. 306790  
2 moyerr@lanepowell.com  
1420 5th Avenue, Suite 4200  
3 Seattle, WA 98101  
Telephone: 206-223-7049  
4 Facsimile: 206-223-7107

5 *Attorney for Plaintiff Eurosun Technology,*  
6 *Ltd.*

7  
8 **UNITED STATES DISTRICT COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

10 EUROSUN TECHNOLOGY, LTD., a  
11 Hong Kong corporation,

12 Plaintiff,

13 v.

14 HSIN SILK ROAD SHIPPING LTD., a  
Hong Kong corporation, *in personam*;  
15 and Container Nos. LYGU6136764;  
16 LYGU6137082; LYGU6137204;  
LYGU6136091; LYGU6136996;  
17 LYGU6136722; HPCU4146811;  
HPCU4146703; HPCU4146684;  
18 HPCU4146792; HPCU4146956;  
HPCU4145570; HPCU4147016;  
19 HPCU4146977; HPCU4146690;  
HPCU4147037; LYGU6137225;  
20 LYGU6136240; LYGU6136933;  
LYGU6137288; HPCU4145604;  
21 HPCU4145013; HPCU4145121;  
HPCU4145008; LYGU6136620, and  
their contents, *in rem*,

22 Defendants.  
23

Cause No.

**COMPLAINT IN ADMIRALTY IN  
PERSONAM AND IN REM**

24 COMES NOW plaintiff Eurosun Technology, Ltd. (“Eurosun”), as and for its  
25 Complaint against defendants Hsin Silk Road Shipping, Ltd. (“HSR”) and Container  
26 Nos. LYGU6137082; LYGU6137204; LYGU6136091; LYGU6136996;  
27 LYGU6136722; HPCU4146811; HPCU4146703; HPCU4146684; HPCU4146792;  
28 HPCU4146956; HPCU4145570; HPCU4147016; HPCU4146977; HPCU4146690;

1 HPCU4147037; LYGU6137225; LYGU6136240; LYGU6136933; LYGU6137288;  
2 HPCU4145604; HPCU4145013; HPCU4145121; HPCU4145008; LYGU6136620,  
3 and their contents (the “*in rem* defendants”), and hereby alleges and avers as  
4 follows:

5 **PARTIES**

6 1. Eurosun is a Hong Kong corporation with its primary place of business  
7 in Hong Kong which operates, *inter alia*, as the exporter of home exercise  
8 equipment from China.

9 2. HSR is an ocean common carrier as defined by 46 CFR 515.2 (h) and  
10 (m)(l).

11 3. The *in rem* defendants are twenty five 40’ ocean shipping containers  
12 loaded with and containing various home exercise equipment which Eurosun  
13 intended to sell to U.S. importers, and of which Eurosun currently is the sole lawful  
14 owner. The *in rem* defendants’ estimated value is \$11,879,252.70.

15 **JURISDICTION AND VENUE**

16 4. This is a case of admiralty and maritime subject-matter jurisdiction  
17 within the meaning of Fed. R. Civ. P. 9(h) and Fed. R. Civ. P. Supplemental Rules  
18 for Certain Admiralty and Maritime Claims, Rule C(2) and D, as hereinafter more  
19 fully appears.

20 5. On information and belief, the *in rem* defendants currently are within  
21 the Court’s territorial jurisdiction at 6840 Van Buren Blvd, Riverside, CA 92509 at  
22 a facility operated by an entity believed to be known as “KY Spice.”

23 6. The Court has admiralty jurisdiction over this action pursuant to 28  
24 U.S.C. §1333, as it derives from maritime contracts that remain executory inasmuch  
25 as HSR’s ocean bills of lading govern the transport of the cargo at issue through  
26 delivery, and delivery has not been effected.

1           7.     The Court has personal jurisdiction based on the location of the *in rem*  
2 defendants; and the fact that the *in personam* defendant regularly transacts business  
3 within the Court's territorial jurisdiction, including the transaction at issue.

4           8.     Venue in this Court is proper based on the location of property,  
5 witnesses and evidence within the Court's territorial jurisdiction.

6                           **ALLEGATIONS OF OPERATIVE FACT**

7           9.     HSR entered into contracts of carriage with Eurosun by which HSR, as  
8 ocean carrier, agreed to transport cargo owned by Eurosun, i.e., the *in rem*  
9 defendants, from the Port of Ningbo, China to the Port of Los Angeles for ultimate  
10 delivery to named consignees in New York. Copies of said contracts of carriage,  
11 i.e., HSR's bills of lading, are attached hereto as Exhibit A and incorporated herein.

12          10.    HSR transported the *in rem* defendants to the Port of Los Angeles on  
13 the vessel NOMADIC MILDE, operated by HSR, and offloaded the *in rem*  
14 defendants for storage at the address stated in paragraph 5 above.

15          11.    Eurosun has taken all reasonable steps to pay all proper freight and  
16 ancillary charges due and owing for transport of the *in rem* defendants.  
17 Nonetheless, HSR has precluded the release of the *in rem* defendants to Eurosun or  
18 its named consignees.

19          12.    Despite plaintiffs' repeated demands, HSR has failed and refused to  
20 deliver the *in rem* defendants to Eurosun, or to allow Eurosun to take possession of  
21 the *in rem* defendants.

22                           **FIRST CAUSE OF ACTION**  
23                           **BREACH OF MARITIME CONTRACT**  
24                           **(HSR)**

25          13.    Eurosun repeats and realleges the allegations of paragraphs 1 through  
26 12 as if fully stated herein.

27          14.    HSR's bills of lading constitute maritime contracts between HSR and  
28 Eurosun by which HSR is obligated to deliver to Eurosun, or to Eurosun's  
designated consignees, the *in rem* defendants upon arrival.

1           15. By failing and refusing to deliver to Eurosun, or to Eurosun's  
2 designated consignees, the *in rem* defendants, HSR breached its contracts with  
3 Eurosun.

4           16. HSR's breach of its contracts with Eurosun proximately caused  
5 Eurosun to incur pecuniary damages in the amount of the *in rem* defendants'  
6 estimated value of \$11,879,252.70.

7           17. Eurosun is entitled to judgment against HSR in the estimated amount of  
8 \$11,879,252.70 as a result of HSR's breach of contract.

9  
10                                   **SECOND CAUSE OF ACTION**  
   **CONVERSION**  
   **(HSR)**

11           18. Eurosun repeats and realleges the allegations of paragraphs 1 through  
12 17 as if fully stated herein.

13           19. HSR's failure and refusal to deliver to Eurosun, or to Eurosun's  
14 designated consignees, or allow Eurosun, or Eurosun's designated consignees, to  
15 take possession of the *in rem* defendants, and possession of the *in rem* defendants  
16 for its own use, constitute conversion.

17           20. HSR's conversion of the *in rem* defendants proximately caused  
18 Eurosun to incur pecuniary damages in the amount of the *in rem* defendants'  
19 estimated value of \$11,879,252.70.

20           21. Eurosun is entitled to judgment against HSR in the estimated amount of  
21 \$11,879,252.70 as a result of its conversion of the *in rem* defendants.

22                                   **THIRD CAUSE OF ACTION**  
   **REPLEVIN**  
23                                   **(HSR AND THE *IN REM* DEFENDANTS)**

24           22. Eurosun repeats and realleges the allegations of paragraphs 1 through  
25 21 as if fully stated herein.

26           23. HSR has no ownership or possessory interest in the *in rem* defendants,  
27 and is wrongfully in possession of the same as herein alleged.  
28

1           24.    Eurosun is entitled to an order of replevin regarding the *in rem*  
2 defendants.

3  
4           WHEREFORE, plaintiffs pray for relief as follows:

5           1       For an award of monetary damages in the amount of \$11,879,252.70  
6 against HSR as a result of its breach of contract and/or conversion;

7           2.       For an award of replevin of the *in rem* defendants;

8           3.       That process in due form of law according to the practice of this Court  
9 in causes of admiralty and maritime jurisdiction issue against the *in rem* defendants,  
10 and that Eurosun have judgment against or possession of the *in rem* defendants;

11          4.       For an award of pre- and post-judgment interest and costs of suit  
12 incurred herein;

13          5.       For an award of Eurosun's costs and attorneys' fees incurred in the  
14 prosecution of this action; and

15          6.       For such other and further relief as the Court may deem just and proper.

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17           DATED: June 14, 2022

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19   LANE POWELL PC

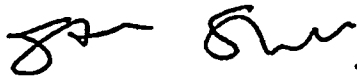
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22   By: s/ Riley R. Moyer  
23   Riley R. Moyer  
24   Attorney for Plaintiff Eurosun Technology,  
25   Ltd.  
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2 State of Ny,

ss.

3 County of Ny,

4 Steven Shen, being first duly sworn, says that he is the Vice President of Eurosun  
5 Technology, Ltd., that he has read the foregoing complaint, and that the same is true  
6 of his own knowledge.

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9  
10 Steven Shen

11  
12 Subscribed and sworn to before me on the 14th day of June, 2022  
13 [Notary information per statute]

14  
15 

16 ALICE J. SETYON  
17 NOTARY PUBLIC-STATE OF NEW YORK  
No. 01SE6296359  
Qualified in New York County  
18 My Commission Expires ~~04-14-2022~~ 4/14/2026  
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